

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

Deutsche Bank National Trust Company,

Case No. 2:21-cv-01466-CDS-DJA

Plaintiff,

V.

Old Republic Title Insurance Group, Inc.; Old Republic National Title Insurance Company; Old Republic Title Company of Nevada; et al.,

## Defendants.

## Order Granting Plaintiff's Motion to Remand

[ECF No. 11]

Before me is plaintiff Deutsche Bank National Trust Company’s Motion to Remand to State (ECF No. 11). This case was stayed by stipulation after Deutsche Bank filed its motion, as the parties anticipated an appeal in a separate case before the Ninth Circuit (“Wells Fargo II”) might be resolved. Order Granting Stipulation to Stay Case, ECF No. 10. The matter was reassigned to me during that stay on April 13, 2022. ECF No. 19. Following the Ninth Circuit’s issuance of its mandate in Wells Fargo II on November 29, 2021, Deutsche Bank moved to lift the stay and reactivate its motion to remand. See generally Motion to Reopen Case, ECF No. 20; Motion to Reactivate Motion for Remand, ECF No. 22. Defendants did not oppose Deutsche Bank’s motions; I thus granted them and reopened the case. ECF No. 23. Over a month has passed since defendants have yet to file a response to plaintiff’s now-reopened motion for remand.<sup>1</sup> For the reasons expressed below, I now grant plaintiff’s Motion to Remand to State Court (ECF No. 11).

<sup>1</sup> Defendants' failure to respond constitutes a consent to the granting of the motion to remand. See LR 7-2(d) ("The failure of an opposing party to file points and authorities in response to any motion [except motions for summary judgment or attorney's fees] constitutes a consent to the granting of the motion.").

1           I.       Relevant Background Information

2           Deutsche Bank initiated this litigation on August 5, 2021, by filing a complaint in the Eighth  
 3 Judicial District Court in Clark County, Nevada asserting various breaches of contract and other  
 4 Nevada state law causes of action against defendants. *See generally* ECF No. 1, Ex. 1. Deutsche Bank  
 5 sued Old Republic Title Insurance Group, Old Republic National Title Insurance Company, Old  
 6 Republic Title Company of Nevada, and various unnamed Doe individuals and Roe corporations.  
 7 ECF No. 1 at 1-2. Old Republic Title Company of Nevada is a citizen of this forum state of Nevada.

8           The day after Deutsche Bank filed in state court, Old Republic National Title Insurance  
 9 Company removed this action to federal court. ECF No. 1 at 3. Given the immediacy of the removal,  
 10 none of the defendants had been served prior to removal. *Id.* at 2. This tactic of removing a diversity  
 11 case before the forum defendants have been served is termed “snap removal.” *Deutsche Bank Nat'l Trust*  
 12 *Co. v. Fidelity Nat'l Title Grp., Inc.*, 2020 WL 7360680, at \*1 (D. Nev. Dec. 14, 2020). The goal of snap  
 13 removal is to circumvent the forum defendant rule, which prohibits removal when any defendant  
 14 “properly joined and served” is a forum defendant. 28 U.S.C. § 1441(b)(2).

15           Deutsche Bank now moves to remand to state court, arguing that removal was improper  
 16 because snap removal should be disallowed and because the presence of Old Republic Title  
 17 Company of Nevada in this litigation, a forum defendant, defeats this Court’s diversity jurisdiction.  
 18 *See generally* ECF No. 11. It also seeks attorneys’ fees and costs regarding its motion to remand. *Id.* at  
 19 15.

20           The parties fully briefed Deutsche Bank’s motion. *See generally* Defendants’ Response, ECF  
 21 No. 14; Plaintiff’s Reply, ECF No. 16. Prior to decision, the case was stayed by stipulation on  
 22 October 4, 2021, pending the appeal of a case in the Ninth Circuit that could affect the parties’  
 23 underlying state law disputes. *See* ECF Nos. 17 (parties explaining the rationale behind the stay), 18  
 24 (order granting the stay). As part of the Order granting the stay, the Honorable United States

1 District Judge Gloria M. Navarro denied without prejudice all the prior pending motions as moot.  
 2 ECF No. 18. The case was administratively reassigned to me on April 13, 2022. ECF No. 19. Plaintiff  
 3 filed a motion to reopen the case on July 28, 2022, seeking to lift the stay and reactivate its motion  
 4 for remand and for attorneys' fees. ECF No. 22. I granted that motion. ECF No. 23. I now consider  
 5 Deutsche Bank's motion.

## 6 II. Legal Standards

### 7 a. Removal Generally

8 “Federal courts are courts of limited jurisdiction,’ possessing ‘only that power authorized  
 9 by Constitution and statute.’” *See U.S. Const. art. III, § 2, cl. 1; Gunn v. Minton*, 568 U.S. 251, 256 (2013)  
 10 (quoting *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 377 (1994)). When initiating a case,  
 11 “[a] plaintiff is the master of [their] complaint, and has the choice of pleading claims for relief under  
 12 state or federal law (or both).” *Hansen v. Grp. Health Coop.*, 902 F.3d 1051, 1056 (9th Cir. 2018) (citing  
 13 *Caterpillar Inc. v. Williams*, 482 U.S. 368, 389-99 (1987)). Generally, plaintiffs are entitled to deference  
 14 in their choice of forum. *Ayco Farms, Inc. v. Ochoa*, 862 F.3d 945, 949-50 (9th Cir. 2017).

15 However, Congress has enacted statutes that permit parties to remove cases originally filed  
 16 in state court to federal court. 28 U.S.C. § 1441. The general removal statute permits “the defendant  
 17 or the defendants” in a state-court action over which the federal courts would have original  
 18 jurisdiction to remove that action to federal court. *Home Depot U.S.A., Inc. v. Jackson*, 139 S. Ct. 1743,  
 19 1746 (2019). “To remove under [§ 1441(a)], a party must meet the requirements for removal detailed  
 20 in other provisions.” *Id.* When federal jurisdiction is based solely on diversity jurisdiction, the case  
 21 “shall be removable only if none of the parties in interest properly joined  
 22 and served as defendants is a citizen of the State in which such action is brought,” 28 U.S.C.  
 23 § 1441(b)(2). *Home Depot*, 139 S. Ct. at 1746; *see also Lively v. Wild Oaks Mkts., Inc.*, 456 F.3d 933, 939 (9th  
 24 Cir. 2006) (describing the “forum defendant rule”). A defendant “always has the burden of

1 establishing that removal is proper” and must overcome a “strong presumption against removal  
 2 jurisdiction.” *Geographic Expeditions, Inc. v. Estate of Lhotka*, 599 F.3d 1102, 1107 (9th Cir. 2010) (internal  
 3 quotation marks and citation omitted). Federal courts construe the removal statute against  
 4 removal. *Id.*; see also *Moore-Thomas v. Alaska Airlines, Inc.*, 553 F.3d 1241, 1244 (9th Cir. 2009) (“[A]ny  
 5 doubt about the right of removal requires resolution in favor of remand.”).

6           b. *Snap Removal*

7       When a defendant in a non-diverse lawsuit seeks to remove a state-court action to federal  
 8 court before a forum defendant is served with process, defendants circumvent the forum defendant  
 9 rule. This procedural loophole is called “snap removal.” It encourages defendants to “race to the  
 10 courthouse” to “make an end run around the forum defendant rule.” *Gentile v. Biogen Idec, Inc.*, 934 F.  
 11 Supp. 2d 313, 316 (D. Mass. 2013). Courts that have confronted snap removal are split. *Compare Gibbons v. Bristol-Myers Squibb Co.*, 919 F.3d 699, 705 (2d Cir. 2019) (“a home-state defendant may in  
 12 limited circumstances remove actions filed in state court on the basis of diversity of citizenship”)  
 13 and *Encompass Ins. Co. v. Stone Mansion Restaurant Inc.*, 902 F.3d 147, 153-54 (3d Cir. 2018) (“this  
 14 result...allows [defendant] to use pre-service machinations to remove a case that it otherwise could  
 15 not; however, the outcome is not so outlandish as to constitute an absurd or bizarre result”) and  
 16 *Texas Brine Co. v. Am. Arbitration Ass’n*, 955 F.3d 482, 487 (5th Cir. 2020) (“[a] non-forum defendant  
 17 may remove an otherwise removable case even when a named defendant who has yet to be properly  
 18 joined and served is a citizen of the forum state”) (internal quotations omitted) with *Goodwin v.*  
 19 *Reynolds*, 757 F.3d 1216, 1219 (11th Cir. 2014) (affirming a district court’s dismissal without prejudice  
 20 of a case that had been snap removed to federal court  
 21 so “that plaintiff could refile the case in state court in such a manner as to irrefutably trigger the  
 22 forum-defendant rule and...preclude a second removal”). The Ninth Circuit has not specifically  
 23 addressed snap removal, whereas noted above, other Circuits have endorsed the practice.

At the district court level, snap removals have sometimes been found to be proper under a strict reading of the statute's plain language. *Little v. Wyndham Worldwide Ops., Inc.*, 251 F. Supp. 3d 1215, 1220 (M.D. Tenn. 2017) (collecting and summarizing cases); *see also Terry v. J.D. Streett & Co., Inc.*, 2010 WL 3829201, at \*2 (E.D. Mo. Sept. 23, 2010) (approving of snap removal based on statute's plain language). On the other hand, district courts that find snap removals improper tend to analyze the purpose behind the forum defendant rule, the congressional intent behind that rule, and evaluate whether allowing snap removals would produce an absurd result. *Perez v. Forest Labs., Inc.*, 902 F. Supp. 2d 1238, 1246 (E.D. Mo. 2012) (disapproving of snap removal based on legislative intent), *Perfect Output of Kansas City, LLC v. Ricoh Ams. Corp.*, 2012 WL 2921852, at \*2 (W.D. Mo. July 17, 2012) (same); *Delaughder v. Colonial Pipeline Co.*, 360 F. Supp. 3d 1372, 1379 (N.D. Ga. 2018) ("[T]he majority of courts that remanded snap removals did so on a legislative intent rational, agreeing that the literal application of the statutory language favors snap removals."); *Deutsche Bank Nat'l Tr. Co. v. Old Republic Title Ins. Grp., Inc.*, 532 F. Supp. 3d 1004, 1011 (D. Nev. 2021) (finding the plain language of § 1441(b) ambiguous and that permitting snap removal would produce an absurd result).

As evidenced by the collection of cases with differing results, courts "are in disarray on the question" of snap removal. *See Gentile*, 934 F. Supp. 2d at 316 (collecting cases). Many district courts seem to agree that the "properly joined and served" language plainly allows non-forum defendants to remove cases prior to service upon forum defendants. *Id.* at 317. They differ as to whether following that plain meaning is compulsory, or whether the result (of snap removal) is so contrary to congressional purpose or absurd in result that the bar to removal ought to apply. *Id.*

### III. Analysis

In sum, Deutsche Bank argues that the claims in this case properly reside in state court. Deutsche Bank first argues that snap removal is contrary to precedent. ECF No. 11 at 7-8. Deutsche Bank adds that even if Old Republic could remove before service, the statute should not allow such

1 removal to defeat diversity of citizenship between adversarial parties. *Id.* at 9-12.

2 I have spent considerable time weighing the issue of snap removal. After carefully  
 3 considering the text and structure of the removal statute, and strictly construing the removal  
 4 statute against removal, I find that snap removal is an improper tactic and therefore defendants  
 5 were not permitted to remove the action prior to their receipt of service.

6 Federal courts strictly construe the removal statute due to concerns regarding federal courts  
 7 infringing upon state sovereignty. *See Shamrock Oil & Gas Corp. v. Sheets*, 313 U.S. 100, 108-09 (1941)  
 8 (“Due regard for the rightful independence of state governments, which should actuate federal  
 9 courts, requires that they scrupulously confine their own jurisdiction to the precise limits which  
 10 the [removal] statute has defined.”). To avoid collision between state courts and federal courts, “it  
 11 is to be presumed that a cause lies outside” the limited jurisdiction of the federal courts, “and the  
 12 burden of establishing the contrary rests upon the party asserting jurisdiction.” *Corral v. Select*  
 13 *Portfolio Servicing, Inc.*, 878 F.3d 770, 773-74 (9th Cir. 2017) (internal quotations and citation  
 14 omitted); *Ansley v. Ameriquest Mortgage Co.*, 340 F.3d 858, 861 (9th Cir. 2003) (defendants seeking to  
 15 remove an action grounded in state law bear the burden to show that “the complaint...is within the  
 16 original jurisdiction of the district court”). This burden on a removing defendant is especially heavy  
 17 because “[t]he removal statute is strictly construed and any doubt about the right of removal  
 18 requires resolution in favor of remand.” *Id.* (emphasis added) (citations omitted); *see also Gaus v.*  
 19 *Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1992) (citing *Libhart v. Santa Monica Dairy Co.*, 592 F.2d 1062,  
 20 1064 (9th Cir. 1979) (“Federal jurisdiction must be rejected if there is any doubt as to the right of  
 21 removal in the first instance.”)).

22 Defendants cannot meet the high burden of jurisdiction because they cannot overcome this  
 23 Court’s doubts about their right of removal. This Court follows the many courts in this District and  
 24 nationwide which have found the plain meaning of the removal statute is at odds with the purpose

1 of the statute. The language of 28 U.S.C. § 1441(b)(2) contravenes the statute's purpose and creates  
 2 an absurd result.<sup>2</sup> When the plain meaning of a statute leads to "absurd or futile results," courts  
 3 should look beyond the words to the purpose of the act. *United States v. Am. Trucking Ass'ns*, 310 U.S.  
 4 534, 543-44 (1940).

5       The absurd result of snap removal is that the removal statute would be granting jurisdiction  
 6 over a set of cases that previously had no jurisdictional basis to be heard by federal courts: cases  
 7 lacking original jurisdiction or diversity jurisdiction between parties (i.e., cases like the one at issue  
 8 presently, where plaintiff pleads only state law claims and sues non-diverse Defendants). The  
 9 difference between the availability of jurisdiction premised on snap removal and the lack of such  
 10 jurisdiction could come down to slivers of time – hours, minutes, even seconds – between the  
 11 plaintiff's filing of the complaint and defendant's removal to federal court prior to service. For  
 12 example, it is an absurdity that this Court should have jurisdiction over a case wherein proper  
 13 service takes N hours following the filing of the complaint and the defendant removes to federal  
 14 court within N – 1 hours, but not have jurisdiction if the defendant removes to federal court within  
 15 N + 1 hours.

16       Even in the alternative, if the result is not thought to be so absurd as to warrant this  
 17 construction of the statute, snap removal still should not be permitted. "Even when the plain  
 18 meaning [does] not produce absurd results but merely an unreasonable one 'plainly at variance  
 19 with the policy of the legislation as a whole,'" courts should follow that purpose, "rather than the  
 20 literal words." *Id.*

21       Assuming *arguendo* that the plain language of 28 U.S.C. § 1441(b)(2) permits snap removal in  
 22 certain cases, the purpose of the forum defendant rule is best fulfilled by rejecting snap removals  
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24       <sup>2</sup> This Court recognizes that other courts have found the opposite and have determined that  
 § 1441(b)(2) is unambiguous. See, e.g., *U.S. Bank, N.A. v. Fidelity Nat'l Title Grp, Inc.*, 2021 WL 5566538, at \*4 (D. Nev. Nov. 29, 2021); *Doe v. Daversa Partners*, 2021 WL 736734, at \*5 (D.D.C. Feb. 25, 2021) (rejecting Judge Woodlock's reasoning as "strained").

1 and remanding such cases back to state court. The purpose of the removal statute has been  
 2 analyzed at length by other courts facing this same issue. *See, e.g., Gentile*, 934 F. Supp. 2d at 319-21  
 3 (describing the “history and purpose of removal” as well as the “properly joined and served”  
 4 language). “The removal power, and by extension the forum defendant rule, is founded on the basic  
 5 premise behind diversity jurisdiction itself, [which] was designed to protect non-forum litigants  
 6 from possible state court bias in favor of forum-state litigants.” *Id.* at 319. Forum defendants do not  
 7 need protection from bias of the forum state, so § 1441(b)(2) protects the plaintiff’s choice of a state  
 8 court forum where a forum defendant is a proper party to the case. *Id.* The goal of the “properly  
 9 joined and served” language was to “thwart gamesmanship by plaintiffs who joined forum  
 10 defendants with no intent of ever serving them.” *Deutsche Bank*, 2020 WL 7360680, at \*3.

11 Instead of thwarting gamesmanship, however, the properly joined and served provision  
 12 seems to have not only created a loophole, but also encourages exploitation of that loophole. “To  
 13 adopt a literal interpretation of the joined and served provision would promote gamesmanship by  
 14 defendants through allowing removal before a plaintiff has a meaningful chance to serve any  
 15 defendant.” *Black v. Monster Beverage Corp.*, 2016 WL 81474, at \*3 (C.D. Cal. Jan. 7, 2016) (internal  
 16 quotation omitted). Viewing the words “joined and served” in light of the statute’s goal to permit  
 17 only out-of-state defendants to litigate in federal courts, a more sensible reading “is to prevent  
 18 plaintiffs from improperly joining forum defendants that they do not actually intend to pursue in  
 19 order to prevent removal.” *Standing v. Watson Pharm., Inc.*, 2009 WL 842211, at \*3 (C.D. Cal. Mar. 26,  
 20 2009). But where a forum defendant is not fraudulently joined, following the plain meaning of the  
 21 statute both undermines the general purpose of the forum defendant rule (i.e., to keep certain cases  
 22 in state court) and inappropriately prevents plaintiffs from litigating in the forum of their choice. *Id.*  
 23 at \*4; *see also Deutsche Bank*, 2020 WL 7360680, at \*2-4 (“The purposes underlying § 1441(b)(2) are  
 24 better served by disallowing removal before any defendant is served.”).

1 Snap removal serves to allow gamesmanship by defendants who “are sophisticated and have  
 2 sufficient resources (or suspicion of impending litigation) to monitor court filings and immediately  
 3 remove a case before a forum defendant can be served.”<sup>3</sup> *Deutsche Bank*, 2020 WL 7360680, at \*4.  
 4 Ultimately, the purposes underlying § 1441(b)(2) are better served by disallowing removal before  
 5 any defendant is served. *See, e.g., Carrington Mortgage Servs., LLC v. Ticor Title of Nevada, Inc.*, 2020 WL  
 6 3892786, at \*2-3 (D. Nev. July 10, 2020) (Mahan, J.) (granting a motion to remand in a snap removal  
 7 case and adopting the policy argument that Judge Woodlock espoused in *Gentile*). The plaintiff can  
 8 preserve its ability to remain in state court by serving the forum defendant first and without delay.  
 9 The non-forum defendant may still argue that the forum defendant is a sham who should be  
 10 regarded for purposes of removal. *Id.; see also Gentile*, 934 F. Supp. 2d at 322-23. And this  
 11 interpretation accords with the Supreme Court’s mandate on strictly construing the removal  
 12 statute and the jurisdiction of federal courts more generally.

13 However, defendants argue that Old Republic Title Company of Nevada is “fraudulently”  
 14 joined because it did not underwrite the policies or handle the title insurance claims. *See ECF No.*  
 15 14 at 15-16. I disagree. Old Republic Title Company of Nevada, the forum defendant in this  
 16 litigation, was properly joined by Deutsche Bank because Deutsche Bank’s claims against Old  
 17 Republic Title Company of Nevada satisfy both prongs of the rule permitting joinder of parties.  
 18 Rule 20(a)(2) states “[p]ersons...may be joined in one action as defendants if: (A) any right to relief  
 19 is asserted against them jointly, severally, or in the alternative with respect to or arising out of the  
 20 same transaction, occurrence, or series of transactions or occurrences; and (B) any question of law

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24 <sup>3</sup> While only 11 years have elapsed since the most recent amendment to 28 U.S.C. § 1441(b)(2),  
 advancements in technology and e-monitoring of case filings have improved significantly and exponentially.  
 Such innovations further contribute to gamesmanship and an ability to thwart the purpose of the removal  
 statute.

1 or fact common to all defendants will arise in the action." Fed. R. Civ. P. 20(a)(2)(A-B).<sup>4</sup>  
 2 "Permissive joinder is to be liberally construed to promote the expeditious determination of  
 3 disputes, and to prevent multiple lawsuits." *Cuprite Mine Partners LLC v. Anderson*, 809 F.3d 548 (9th  
 4 Cir. 2015) (citing *League to Save Lake Tahoe v. Tahoe Reg'l Planning Agency*, 558 F.2d 914, 917 (9th Cir.  
 5 1977). "[T]he impulse is toward entertaining the broadest possible scope of action consistent with  
 6 fairness to the parties; joinder of claims, parties and remedies is strongly encouraged." *United Mine  
 7 Workers of Am. v. Gibbs*, 383 U.S. 715, 724 (1966).

8       Deutsche Bank can meet the first prong of the rule, regarding the "same transaction,  
 9 occurrence, or series of transactions or occurrences." Fed. R. Civ. P. 20(a)(2)(A). That test "refers to  
 10 similarity in the factual background of a claim." *Coughlin v. Rogers*, 130 F.3d 1348, 1350 (9th Cir. 1997).  
 11 Deutsche Bank's claims against Old Republic Title Company of Nevada indeed arise out of the  
 12 same series of transactions or occurrences as its claims against the other underwriter defendants.  
 13 See generally Complaint, ECF No. 1-1. Deutsche Bank alleges that "it entered into a contractual  
 14 relationship" with both Old Republic Title Company of Nevada and Old Republic National Title  
 15 Insurance Company when its predecessor-in-interest procured the policy. ECF No. 11 at 3. It argues  
 16 in the alternative that its claims are valid even if Old Republic Title Company of Nevada was acting  
 17 as an agent of Old Republic National Title Insurance Company under Nevada state law. *Id.*  
 18 Furthermore, the interrelationship between Old Republic National Title Insurance Company and  
 19 Old Republic Title Company of Nevada is pled throughout the complaint. See generally ECF No. 1-1.  
 20 In total, the evidentiary overlap in the facts giving rise to each of Deutsche Bank's causes of action  
 21 against defendants, including both the forum and non-forum defendants, establishes the first  
 22 prerequisite to permissive joinder.

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23  
 24       <sup>4</sup> As the instant action was initially filed in state court, Deutsche Bank joined the defendants  
 pursuant to Nev. R. Civ. P. 20, Nevada's analogue to Fed. R. Civ. P. 20. The state and federal joinder rules are  
 nearly identical in language and equivalent in substance.

1 Deutsche Bank can also meet the second prong of Fed. R. Civ. P. 20, regarding common  
2 questions of law or fact. It requires only the existence of “a single question of law or fact” in  
3 common to permit joinder. *Schreckengost v. Nevada ex rel. Nevada Dep’t of Corrections*, 2020 WL 3050708,  
4 at \*4 (D. Nev. June 8, 2020). Deutsche Bank alleges several common questions of fact pertaining to  
5 both Old Republic Title Company of Nevada and the non-forum defendants, including, *inter alia*,  
6 whether Old Republic Title Company of Nevada and Old Republic National Title Insurance  
7 Company both agreed to provide coverage, whether the two companies lack separation of identity  
8 (i.e., whether Old Republic Title Company of Nevada is an alter-ego of Old Republic National Title  
9 Insurance Company), whether Old Republic Title Company of Nevada participated in procuring  
10 and issuing the policy, and whether Old Republic Title Company of Nevada’s agents can be liable  
11 under Nevada law. ECF No. 11 at 12. Furthermore, Deutsche Bank’s claims of tortious bad faith and  
12 breaches of the covenant of good faith and fair dealing turn on specific factual inquiries that can be  
13 resolved efficiently during the same adjudication. The second prerequisite to permissive joinder is  
14 met here by the commonality posed by the specific factual and legal inquiries related to Deutsche  
15 Bank’s causes of action.

16 Because Deutsche Bank can meet both prongs of the permissive joinder test described in  
17 Fed. R. Civ. P. 20(a)(2) with respect to Old Republic Title Company of Nevada, its causes of action  
18 against Old Republic Title Company of Nevada were properly joined to its causes of action against  
19 the non-forum defendants. The allegations underlying Deutsche Bank’s claims against the  
20 underwriter defendants and Old Republic Title Company of Nevada, the similarity of factual and  
21 legal issues that need to be resolved to adjudicate those claims, and the expediency of resolution in  
22 one consolidated lawsuit all marshal in favor of permitting Deutsche Bank to join its claims against  
23 Old Republic Title Company of Nevada with its claims against the other defendants. Accordingly, I  
24 find that Old Republic Title Company of Nevada was not fraudulently joined.

1 I also reject defendants' argument that "the allegations against the forum defendant, [Old  
2 Republic Title Company of Nevada], are futile." ECF No. 14 at 4. I express no merits on the  
3 underlying causes of action Deutsche Bank brings against Old Republic Title Company of Nevada  
4 because I have no jurisdiction to preside over those causes of action. To the extent that defendants  
5 wish to pursue defenses related to that argument, including their assertions that the statute of  
6 limitations has tolled and questioning Deutsche Bank's standing to bring the lawsuit, those  
7 defenses must be raised in front of a court properly possessing jurisdiction over this controversy.

8 In conclusion, there is no basis for diversity jurisdiction because Old Republic Title  
9 Company of Nevada was properly joined to this action as a forum defendant. There is no federal  
10 question jurisdiction because Deutsche Bank's claims are properly alleged under state law. There is  
11 also no basis for removal jurisdiction because allowing "snap removals" would undermine the  
12 purpose of the removal statute, leading to absurd and unintended results. Finding no bases for  
13 jurisdiction, I must grant plaintiff's motion to remand this matter to state court.

14 **IV. Deutsche Bank is Not Entitled to Attorney's Fees**

15 Deutsche Bank moves for an award of its fees and costs incurred because of defendants'  
16 removal. ECF No. 11 at 15. Due to the unresolved nature of the questions of law at issue in this case,  
17 I find that removal was neither in bad faith nor "objectively unreasonable." See *Patel v. Del Taco, Inc.*,  
18 446 F.3d 996, 999 (9th Cir. 2006) ("[A]bsent unusual circumstances, attorney's fees should not be  
19 awarded when the removing party has an objectively reasonable basis for removal."); *Deutsche Bank*,  
20 2020 WL 7360680, at \*4 (D. Nev. Dec. 14, 2020) ("While I find that removal was improper, the  
21 courts are in disarray on this issue, so removal was not 'objectively unreasonable.'"). Plaintiffs have  
22 not plead or demonstrated unusual circumstances that would warrant fees and costs in the present  
23 matter. Therefore, I deny Deutsche Bank's motion for fees and costs.

24

## V. Conclusion

IT IS THEREFORE ORDERED that Deutsche Bank's motion to remand [ECF No. 11] is GRANTED. The Clerk of Court is directed to REMAND this case back to the Eighth Judicial District Court, Department 9, Case Number A-21-839034-C, and CLOSE THIS CASE.

IT IS SO ORDERED.

Cristina D. Silva  
United States District Judge

DATED this September 27, 2022.